



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/14/2023 Meeting Date: 9/21/2023

Name: Erica Jones Department: Purchasing

1. Nature and purpose of agenda item:

Agreement to coordinate resources to ensure effective and efficient delivery of services during and after declared emergencies. Recommend renewing MOU effective October 1, 2023 to June 30, 2024. Agreement typically runs for a 3-year term, due to consolidation of CareerSource Florida Crown we will renew until consolidation with anticipation to renew after consolidation is effective.

2. Recommended Motion/Action:

Approve Memorandum Of Understanding MOU Infrastructure Renewal with CareerSource Florida Crown

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**Memorandum of Understanding
w/Infrastructure Cost Agreement Between
The Board of County Commissioners – Columbia County
&
CareerSource Florida Crown**

This memorandum of understanding (MOU) outlines the basic agreement during operation between the Board of County Commissioners – Columbia County (hereafter, the “BOCC”) and CareerSource Florida Crown (hereafter, “CSFC”).

I. Purpose

The purpose of this Agreement is to coordinate resources to ensure the effective and efficient delivery of services during and after declared emergencies. This Agreement also establishes joint processes and procedures that will enable partners to integrate service delivery in a seamless and comprehensive manner to the citizens served by CSFC and the BOCC. Partners shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties’ respective programs, services, and agencies.

All services listed below are provided as in-kind to both agencies.

The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.”

II. Infrastructure Costs

There are no shared infrastructure costs associated with this agreement.

III. Duration – 1yr

This agreement is being executed in the FY2023 and shall remain in effect until FY 2024 with the term dates to commence on 09/01/2023 and end on 06/30/2024.

This agreement may be terminated only upon receipt of a thirty-day written notice by either party. Such notice shall be valid only upon the deliver of certified mail, return receipt to the other party at their address as listed in this agreement.

IV. Amendments and Modifications

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

V. Operational Roles and Responsibilities

The roles and responsibilities of each participant in this MOU are as follows:

A. CSFC

1. In the event of a declared emergency in which the CSFC offices are displaced, CSFC personnel will receive direction from the Executive Director on where to report for work.
2. CSFC staff will meet with all workers displaced by the emergency. Reemployment Assistance/disaster reemployment assistance information will be provided along with assistance on the filing of necessary documentation with appropriate State offices.
3. Those workers who express an interest in returning to immediate employment, will be interviewed for eligibility under National Emergency Grant criteria.
4. Background checks must be done for each worker as part of the eligibility determination process. Additionally, verification must be obtained that the business has, in fact, been damaged, that the worker is displaced, and an estimated date when the worker will be able to return to his/her job.

5. Once eligibility has been established, applicants will be directed to the appropriate County representative to be placed as a temporary hire for the following purposes:
 - A. Clean-up including demolition, cleaning, repair, renovation and reconstruction of damaged and destroyed public and not-for profit structures located within the disaster area;
 - B. Humanitarian assistance including distribution of food, clothing, and other assistance to hurricane victims;
 - C. Collecting data.
6. All jobs falling under this Agreement are temporary jobs for displaced workers, and should be paid the higher of the federal, state or local minimum wage or the prevailing rates of pay for other individuals employed in similar occupations by the same employer. A displaced worker can:
 - A. Work for up to six (6) months from the date of the grant award;
 - B. Earn up to \$12,000 or work for a maximum of 1,040 hours, whichever comes first;
 - C. Subject to CSFC's policy limits, transportation assistance and protective clothing (goggles, boots, gloves, helmets) may be allowed support services.
 - D. CSFC has the authority to lease equipment for program activities in support of emergency actions identified above.

B. BOCC

1. BOCC will advertise the availability of CSFC services through all appropriate means and direct applicants to designated CSFC personnel.
2. If needed, BOCC will provide appropriate workspace to CSFC personnel and facilitate their enrollment and eligibility determination of applicants.
3. BOCC will be responsible for enrolling temporary workers onto their workforce rolls for worker's compensation liability insurance and payroll purposes once eligibility has been determined by CSFC.
4. BOCC will submit to CSFC a copy of their payroll/benefit records on a weekly or bi-weekly basis, as appropriate, for reimbursement. Reimbursement will include the actual salary/benefits paid to the displaced worker as well as a ten percent (10%) administrative fee.
5. BOCC will provide the following resources to CSFC as needed:
 - A. Workspace
 - B. Computer/internet connectivity and maintenance
 - C. Telephone access (log must be kept by CSFC of long-distance calls)
 - D. Copier/Fax systems
 - E. Security
 - F. Common areas

C. Both Parties Agree to the Following:

Training and Emergency Management Meetings

CSFC will participate in any training and emergency management meetings convened by BOCC emergency management staff in order for both sides to provide seamless service.

Technical Questions and Customer Service Issues

Technical questions and customer service issues should be brought to the attention of CSFC and BOCC personnel for quick and efficient resolution.

Accommodations:

Both agencies agree to provide accommodations as needed for participants with disabilities. These may include use of specialized technology or other services as deemed necessary.

Non-Discrimination and Equal Opportunity

All parties to this MOU certify that they prohibit, and will continue to prohibit discrimination, and they certify that no person, otherwise qualified, is denied services, employment or other benefits on the basis of political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, national origin, sex or age.

Amendment of the Agreement:

This Agreement may be amended at any time provided the party seeking the amendment provides the other written notice of intent to amend and the purpose of such amendment. Such amendment shall only be valid when reduced to writing and executed by both parties to the original Agreement.

Confidentiality

All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information. Each party will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU.

Jobs for Veterans Act

Each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

Pro-Children Act

If any activities call for services to minors, each party agrees to comply with the ProChildren Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the for health care services, day care, library, or educational services to children under the age of eighteen (18).

Drug-Free Workplace

All parties and its constituents associated with this MOU agree to comply with all federal and state laws and regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace.

Ethics Laws

All parties certify that by executing this MOU, it has reviewed Florida Statute, Chapter 112, and knows and understands Florida's ethics and conflict of interest laws. Each party further agrees that it will not engage in any action(s) inconsistent with the law.

Dispute Resolution:

If an issue arises involving this MOU, parties will make every effort to reach a resolution in a timely and efficient manner. Any party may request face to face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing. In the event an agreement cannot be reached, the issue and its efforts will be forwarded to the Executive Director. A joint decision shall be issued within 60 calendar days of receipt.

Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party

Partial Invalidity

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of Florida. Should any portion of this MOU be found unenforceable by operation of statute or administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Counterpart

This agreement may be executed in one or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

**CareerSource Florida Crown
Infrastructure Funding Agreement
One-Stop Operating Budget
FY 2023-2024**

FTE Estimate	26	3.9	10.67	3.64	0.65	1.3	1.3	0.32	1.62	1.3	1.3
FTE Percentage	100%	15%	41%	14%	3%	5%	5%	1%	6%	5%	5%
Infrastructure Costs	Annual		WIOA	WIOA						WP Recovery	Rapid
	Budget	WT TANF	Adult/DW	Youth	WP	SNAP	RESEA	LVER	DVOP	Navigator	Response
Leases	\$ 285,000	\$ 42,750	\$ 116,960	\$ 39,900	\$ 7,125	\$ 14,250	\$ 14,250	\$ 3,508	\$ 17,758	\$ 14,250	\$ 14,250
Liability Insurance	\$ 15,000	\$ 2,250	\$ 6,156	\$ 2,102	\$ 375	\$ 750	\$ 750	\$ 185	\$ 935	\$ 750	\$ 750
Software/Hardware /Computer	\$ 15,000	\$ 2,250	\$ 6,156	\$ 2,102	\$ 375	\$ 750	\$ 750	\$ 185	\$ 935	\$ 750	\$ 750
Supplies	\$ 18,000	\$ 2,700	\$ 7,387	\$ 2,520	\$ 450	\$ 900	\$ 900	\$ 222	\$ 1,122	\$ 900	\$ 900
Utilities	\$ 60,000	\$ 9,000	\$ 24,623	\$ 8,400	\$ 1,500	\$ 3,000	\$ 3,000	\$ 738	\$ 3,738	\$ 3,000	\$ 3,000
Total One-Stop Operating Budget	\$ 393,000	\$ 58,950	\$ 161,280	\$ 55,024	\$ 9,825	\$ 19,649	\$ 19,649	\$ 4,836	\$ 24,487	\$ 19,650	\$ 19,650

MEMORANDUM OF UNDERSTANDING

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
LOCAL WORKFORCE DEVELOPMENT REGION 7

CAREERSOURCE FLORIDA CROWN AND
BOARD OF COUNTY COMMISSIONERS – COLUMBIA COUNTY

SIGNATURE PAGE

By signing below, all parties mutually agree to the terms prescribed herein.

Board of County Commissioners
135 NE Hernando Ave, Suite 203
Lake City, FL 32055

Signature/Title

Date

Printed Name

MEMORANDUM OF UNDERSTANDING

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
LOCAL WORKFORCE DEVELOPMENT REGION 7

CAREERSOURCE FLORIDA CROWN AND
BOARD OF COUNTY COMMISSIONERS – COLUMBIA COUNTY

SIGNATURE PAGE

By signing below, all parties mutually agree to the terms prescribed herein.

Sharon Langford,
Gilchrist County Commissioner
Chief Local Elected Official

Signature

Date

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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
LOCAL WORKFORCE DEVELOPMENT REGION 7

CAREERSOURCE FLORIDA CROWN AND
BOARD OF COUNTY COMMISSIONERS – COLUMBIA COUNTY

SIGNATURE PAGE

By signing below, all parties mutually agree to the terms prescribed herein.

Noah Walker
Board Chair
CareerSource Florida Crown

Signature Date

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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
LOCAL WORKFORCE DEVELOPMENT REGION 7

CAREERSOURCE FLORIDA CROWN AND
BOARD OF COUNTY COMMISSIONERS – COLUMBIA COUNTY

SIGNATURE PAGE

By signing below, all parties mutually agree to the terms prescribed herein

Robert Jones
Executive Director
CareerSource Florida Crown

Signature

Date